

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

MATTHEW J. HILGEFORD

Plaintiff,

v.

**NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.**

AND

**AMERICAN INTERNATIONAL GROUP,
INC.(AIG)**

AND

BANK OF AMERICA, NA

Defendant(s)

**National Union Fire Insurance Company
Of Pittsburgh, PA and American Insurance
Group, Inc. (AIG)**

c/o Corporation Service Company

11 South 12 Street

P.O. Box 1463

Richmond, Virginia 23218

(Registered Agent)

BANK OF AMERICA, NA

c/o CT Corporation System

4701 Cox Road STE 301

Glen Allen, Virginia 23060

(Registered Agent)

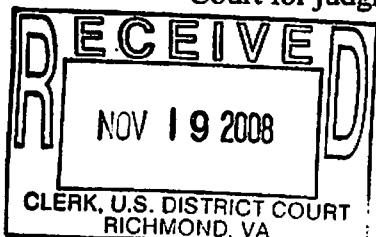
**CIVIL ACTION CASE NO.
3:08cv669**

**AMENDED COMPLAINT
JURY TRIAL DEMAND**

AMENDED COMPLAINT

COMES NOW the plaintiff, Matthew J. Hilgefard and moves this Honorable

Court for judgment against the Defendants, National Union Fire Insurance of Pittsburgh,



PA, and American International Group, Inc. (AIG), Bank of America, National Association (Bank of America, NA.) and as grounds therefore states as follows:

1. The Defendant, National Union Fire Insurance of Pittsburgh, PA. licensed in this Commonwealth to write Blanket Accident Insurance to Bank of America, NA. customers pursuant to Section 38.2 - 100 through Section 38. 2 – 137 of the Code of Virginia as amended.
2. The Defendant, American International Group, Inc., (AIG) licensed in this Commonwealth to write Blanket Accident Insurance to Bank of America, NA. customers pursuant to Section 38.2 - 100 through Section 38. 2 – 137 of the Code of Virginia as amended.
3. The Defendant, Bank of America, National Association (Bank of America, NA) licensed in this Commonwealth to perform banking operations and interests pursuant to the Code of Virginia as amended.
4. The Plaintiff has named two Defendants, American International Group, Inc., (AIG), and National Union Fire Insurance of Pittsburgh, PA., as defendants due to the uncertainty of the legal corporate name of the insurer known to Plaintiff only as “AIG.”
5. At the time of the occurrences alleged herein and at the time this action was filed, all Defendants regularly conducted business activity in the City of Richmond, Virginia.
6. On November 08, 2006 the Plaintiff was on or around the 400 block of West Grace Street in Richmond, Virginia when, the Plaintiff was assaulted by a male individual who grabbed the Plaintiff’s walking cane and repeatedly struck him and beat him in the head with the cane.

7. The Plaintiff with his injuries was able to make it to his vehicle and drive two blocks to the police station where the Plaintiff was able to summon help.
8. The plaintiff was received at McGuire Veterans Hospital Emergency room with head trauma. The Plaintiff suffered a stroke, and over the next few days the Plaintiff suffered numerous strokes until the cascading effects of the initial stroke finally ceased. In all the Plaintiff suffered four strokes due to the attack before the Plaintiffs condition leveled out.
9. The Plaintiff was permanently disabled due to the attack with his right side upper and lower extremities and face paralyzed. His doctor has refused to allow him to return to work because of no feeling and lack of performance of his arm, hand, fingers, leg, and foot, the entire right side of the body.
10. On November 08, 2006 the Plaintiff maintained his insurance policy with the Defendants under the name Matthew J. Hilgefard and the policy number of AIG 9540523 provided for, among other provisions a monthly benefit amount of Five Thousand Dollars a month for six months and after the period of six months if still disabled a one time pay out of One Million Dollars.
11. The Plaintiff duly made claims for payment of the policy but was denied coverage up to the extent of the available \$1,030,000.00. To date, the Defendants have made no payments to the Plaintiff.
12. Defendants' refusal to pay the Plaintiff the full One Million Thirty Thousand Dollars is a violation of the Code of Virginia -Title 38.2 - INSURANCE as well as the terms and conditions of said policy, in relation to which the Plaintiff stands as the primary policy holder.

13. The Plaintiff laid claim by following procedural due process sending the Defendant's numerous demand letters for payment of the Plaintiff's policy. However, the Defendants made no such payment.

--see exhibits # 1 through #9

a.) *Letters of Claim*

i.e.: The Consumer Protection Act (15 U.S.C. 1601) – The Fair Debt Collection Practices Act – Title VIII – Debt Collection Practices – §809 and §811

14. Whereas the Defendants entered into a mutual agreement to sell insurance policies to patrons of Bank of America, NA and in doing so to enrich themselves and to deprive the Plaintiff of such benefits of the insurance policy. Additionally, undeniably broadening the permanent physical and mental injury to the Plaintiff.

Note: ► UNITED STATES CODE -TITLE 18 - CRIMES AND CRIMINAL PROCEDURE

PART I - CRIMES - CHAPTER 63 - MAIL FRAUD

U.S. Code as of: 01/19/04

Section 1344. Bank fraud

Whoever knowingly executes, or attempts to execute, a scheme or artifice -

- (1) to defraud a financial institution; or
- (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises shall be fined not more than \$1,000,000 or imprisoned not more than 30 years or both.

15. The Plaintiff requests the court to grant civil remedy of treble compensatory, consequential/presumed damages and other damages as the Court deems proper under either and/or both the RICO statute and VA State Code.

i.e. Racketeer Influenced and Corrupt Organizations Act 18 USC, Part 1, Chapter 96, §1344, and *USC Title 18, Pt. 1, CH 63, §1344* “Bank Fraud” and under VA State Code Section 18.2-499, 500 resp..

16. The Plaintiff request the Court upon completion of these proceeding to remand this case to appropriate federal law enforcement authorities for investigation into the crimes alleged and possible legal action.

WHEREFORE, the plaintiff respectfully requests for the foregoing reasons, judgment against the Defendants, American International Group, Inc., (AIG), and National Union Fire Insurance of Pittsburgh, PA., Bank of America, NA, and enter an order awarding him:

- a) Compensatory and consequential/presumed damages in the amount of Fifty Million Dollars.
- b) One Million Thirty Thousand Dollars as authorized under the insurance policy plus interest at eight and one half percent annually.
- c) Treble damages pursuant to Racketeer Influenced and Corrupt Organizations Act 18 USC, Part 1, Chapter 96, §1344, and *USC Title 18, Pt. 1, CH 63, §1344* “Bank Fraud” and under VA State Code Section 18.2-499, 500 resp..
- d) A reasonable *pro se* attorney fee: and
- e) His costs.

TRIAL BY JURY IS DEMANDED ON ALL COUNTS

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of November 2008, I filed the forgoing with the Clerk of the Court in person. And hereby certify that I have mailed by United States Postal Service the documents to the following attorney(s) for the defendant.

Matthew J. Hilgeford

Plaintiff Pro se



Robert B. Delano, Jr.
Virginia Bar No. 20619
SANDS ANDERSON, MARKS & MILLER
801 East Main Street, Suite 1800
Richmond, Virginia 23219
Attorney for the defendant

Mail to:
P.O. Box 1998
Richmond, Virginia 23218-1998

Matthew J. Hilgeford
5812 Christopher Lane
Richmond, Virginia 23226
Plaintiff pro se